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IMPORTANT AMENDMENT TO YOUR ACCOUNT IS ENCLOSED



PLATINUM PLUSSM

t h e n e w s t a n d a r d

Please see the enclosed Privacy Notice for your account number ending in
contains important information about your account.

This document

Thank you for this opportunity to be of service.

YOUR PRIVACY IS IMPORTANT TO US

At MBNA, we are committed to providing you with the finest financial products and services backed by consistently top-quality service. And while information about you is fundamental to our ability to do this, we fully recognize the importance of keeping personal and account information secure.

To offer you the widest range of products and services, MBNA may share information about you both within MBNA and outside of MBNA with other companies. This allows us to offer you products and services that may interest you and best meet your needs, whether they are available directly from MBNA or through our relationships with other companies. We want you to understand our information safeguards, what information we collect, what information we share, and the benefits you receive when we share information about you.

This notice describes the privacy practices of MBNA Corporation and all MBNA affiliates, including MBNA America Bank, N.A., MBNA America (Delaware), N.A., Palladian Travel Services, Inc., MBNA Hallmark Information Services, Inc., MBNA Marketing Systems, Inc., and MBNA Insurance Agency, Inc. (collectively, "MBNA"), for financial products and services governed by the laws of the United States of America. This notice explains MBNA's information collection and sharing practices and lets you choose whether or not MBNA may share certain information about you, either within MBNA or outside of MBNA with other companies.

OUR SECURITY PROCEDURES

MBNA understands the importance of protecting and securing information and using it appropriately. Access to information about you is restricted to the people of MBNA who require it to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards for the security of information.

When MBNA shares information about you with companies outside of MBNA, we require them to impose safeguards, use it only for a permitted purpose, and to return it to us or destroy it once that purpose is served. We limit the amount of information shared to what is appropriate to offer a product or service efficiently. MBNA requires any company receiving information from MBNA to sign a Confidentiality Agreement containing these requirements and obligating that company to protect the information as we would.

INFORMATION WE COLLECT

MBNA collects and uses nonpublic personal information about you to conduct our business and to consistently deliver the top-quality Customer service you expect from us. Sources of this information include the following:

- ◆ Information we receive from you on applications and other forms or through your correspondence or communication with us including through the mail, by telephone, or over the Internet;
- ◆ Information we receive from third parties, such as consumer reporting agencies, to verify statements you've made to us, or regarding your employment, credit, or other relationships; and

- ◆ Information about your transactions with MBNA and with other companies outside of MBNA.

INFORMATION WE SHARE WITHIN MBNA

We may share all of the information we collect about you with financial service companies within MBNA to offer additional products or services that may interest you and best meet your needs. We believe this is convenient for you and may save you both time and money. To do so, we share identification information (such as name and address), transaction and experience information (such as purchases and payments), credit eligibility information (such as credit reports and applications), and other information. The decision to purchase any such products or services is yours alone. You may tell us not to share credit eligibility information about you within MBNA, but please understand this does not prohibit us from offering you additional products and services or from sharing transaction and experience, identification, and other information within MBNA.

INFORMATION WE SHARE WITH OTHERS

From time to time, we may allow companies outside of MBNA to offer you their products and services that may interest you. These products and services may be offered by financial service providers (such as banks, loan brokers, account aggregators, insurance agents, insurance companies, mortgage bankers, and securities broker-dealers), by nonfinancial companies (such as retailers, direct marketers, communications companies, Internet service providers, manufacturers, service companies, travel agents, cruise lines, car rental agencies, hotels, airlines, publishers, and organizations endorsing MBNA financial products or services), and others (such as nonprofit organiza-

tions). Subject to applicable law, we may share all the information we collect with these companies outside of MBNA, unless you tell us not to.

Additionally, we may share all the information we collect with companies that perform marketing or other services on our behalf or to other financial institutions with which we have joint marketing agreements. We are also permitted by law to share information about you with other companies in certain circumstances. For instance, we may share all of the information we collect with companies assisting us in servicing your loan or account, with companies that endorse our products and services through affinity agreements, with government entities in response to subpoenas or regulatory requirements, and with consumer reporting agencies. If you tell us not to share information with companies outside of MBNA that wish to offer you their products and services, as described above, please understand that we will continue to share information in these additional circumstances.

INFORMATION ABOUT YOUR CHOICE

We're dedicated to serving your needs—and to respecting your choices related to privacy. You may tell us not to share credit eligibility information within MBNA, and you may tell us not to share information with companies outside of MBNA that wish to offer you their products and services as described above. If you wish to opt out of such information sharing, please call toll-free 1-866-751-1255. We will ask you to verify your identity and the specific accounts to which the opt out applies, so please have all your account, membership, or reference numbers, and your Social Security number or Taxpayer Identification number for deposit accounts available when you call.

(over, please)

1

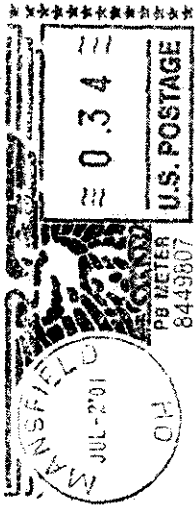
MBNA applies opt outs at the account level, not by individual Customer. When any person listed with others on an account opts out (for example, a co-applicant, joint account holder, or authorized user), we will list the entire account as having opted out. MBNA will continue to adhere to its disclosed privacy practices for an account even if it becomes inactive or is closed.

An opt out from information sharing on an account as described above, either within MBNA and/or with companies outside of MBNA, remains effective unless revoked in writing. Federal regulations require us to provide this notice on an annual basis, whether or not an account has previously opted out from either type of information sharing. Please remember when you receive our subsequent notices that an account previously opted out from either or both types of information sharing (and not revoked in writing) does not need to be opted out again.

This notice updates and replaces any previous notices from MBNA about the privacy, security, and protection of information. For additional information regarding MBNA's privacy practices concerning the Internet, and to view the most recent version of this privacy notice, please go to www.mbna.com and click on "Privacy Notice." You may have other privacy protections under state laws. We may amend this privacy notice at any time, and we will inform you of changes as required by law.

**SWAIN
Mortgage
Company**

157 South Main Street
P. O. Box 336
Mansfield, Ohio 44901



IMPORTANT
INFORMATION
ABOUT YOUR
POLICY



SWAIN

BECAUSE YOUR TRUST IS SO IMPORTANT

Your trust is the cornerstone of our relationship. That is why we work diligently to safeguard your privacy. The information that you provide us is kept in the strictest of confidence. We have no intentions of selling personal information about our customers to third-party businesses. We are proud to make that commitment to you, because your trust is the foundation of our business.

The following privacy policy explains how we use and protect the information about our customers. We ask that you read it carefully.

NOTICE OF YOUR FINANCIAL PRIVACY RIGHTS

We, our, and us, when used in this notice, mean Swain Mortgage Company.

This is our privacy notice for our customers. When we use the words "you" and "your" we mean the following types of customers:

- Our consumer customers who have a continuing relationship by purchasing or holding financial products or services such as a(n):
 - Home mortgage loan account

We will tell you the sources of the information we collect about you. We will tell you what measures we take to secure that information.

We first define some terms.

Nonpublic personal information means information about you that we collect in connection with providing a financial product or service to you. Nonpublic personal information does not include information that is available from public sources, such as telephone directories or government records. Hereafter, we will use the term "information" to mean nonpublic personal information as defined in this section.

An **affiliate** is a company we own or control, a company that owns or controls us, or a company that is owned or controlled by the same company that owns or controls us. Ownership does not mean complete ownership, but means owning enough to have control.

A **nonaffiliated third party** is a person we do not employ or a company that is not an affiliate of ours. This is also known as a nonaffiliated third party, or simply, an "other party."

THE INFORMATION WE COLLECT

We collect information about you from the following sources:

- Information you give us on applications or other forms
- Information about your transactions with us
- Information about your transactions with other parties
- Information from a consumer reporting agency

THE CONFIDENTIALITY, SECURITY, AND INTEGRITY OF YOUR INFORMATION

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to protect this information.

YOUR INFORMATION AND OTHER PARTIES

We will not disclose information about you to anyone except as disclosed in this policy or as permitted by law. This might include disclosures necessary to service your account, perform joint marketing or prevent unauthorized transactions.

INFORMATION ABOUT FORMER CUSTOMERS

We do not disclose information about former customers, except as permitted by law.

AUTHORIZED SHARING - JOINT MARKETING

We may disclose the following information to other financial institutions with whom we have joint marketing agreements:

- Information you give us on an application or other forms, such as:
 - Name
 - Address
 - Social Security Number
- Information about your transactions with us, such as:
 - Account balances
 - Types of accounts

We disclose the information listed above with other financial institutions with whom we have joint marketing agreements. You do not have a right to opt out of the disclosure of this information.

Types of Businesses

We may disclose information pursuant to joint marketing agreements to the following types of businesses:

- Financial service providers, such as:
 - Insurance agents

Reasons For Disclosing

We may disclose information about you to other financial institutions with whom we have joint marketing agreements to provide you with information about additional products and services.

SWAIN MORTGAGE COMPANY
157 S. Main Street
Mansfield, OH 44902
800-686-2404



Route 9W
Port Even, NY 12466

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S. Hackensack, N.J.

Notification of Pricing, Policies and Services



How to Reach Us

Address:

Route 9W
Port Ewen, NY 12466

Telephone Numbers:

845-331-1711
1-800-431-8878

Phone Hours:

Monday - Thursday 7AM - 10PM
Friday 9AM - 10PM Saturday 7AM - 10PM
Sunday 8AM - 6:30PM

Have your account number available when you call. It will help us locate your account quickly and serve you better.

Written billing inquiries should be addressed to:

TWC • Customer Service Manager • P.O. Box 610, Port Ewen, NY 12466

The Billing Cycle

The bill for Time Warner Cable (TWC) Service is rendered with a monthly invoice. Billing cycles normally cover thirty day periods.

Partial Month Billing

Because billing occurs in thirty day cycles, any time you add or delete a cable service your next bill will reflect an amount for a "partial month." The "partial month" charge reflects the amount from the date of the change plus your next full billing cycle. For example, you purchase a new service on the 20th day of your 30 day billing cycle. The charge for the last ten days in that cycle will appear as a "partial month" charge on your next bill plus the new service rate for the next full billing cycle.

Late Charges

A \$5.00 late charge will be added to any amount which is still unpaid on the due date. (The due date of your bill is normally 20 days after the billing date for current billing.)

Disconnection Due to Non-Payment

An account is subject to disconnection for non-payment 45 days from the date of TWC's mailing of the bill for which service charges are past due. A notice of intent to disconnect service will be mailed to each subscriber subject to disconnection at least 8 days prior to the actual disconnect being completed. Disconnection can be prevented if the bill is paid in full prior to the disconnect date. If a delinquent bill is paid to a TWC field representative, a collection charge of \$22.14 plus the full amount owed must be paid to retain your service. (This includes all late charges which may apply.) A \$1.99 charge applies for computerized disconnects & reconnects. (A check in the mail is not considered payment received; it must be received and posted to your account.) Receipt by TWC of a subsequently dishonored negotiable instrument (bad check) in response to a notice of disconnection shall not constitute payment and no further notice of TWC's intent to disconnect will be rendered. Delinquent disconnects will be completed only when the office is open.

On Time Guarantee

A customer who requests an appointment will be given a choice of an "am" or "pm" appointment. If we fail to meet the scheduled installation, the installation will be performed at no charge. If we fail to meet a scheduled service call, your account will be credited \$20.00.

Franchise Authorities In Your Area:

MUNICIPALITY	OFFICIAL	ADDRESS
Town of Marbletown	Supervisor	P.O. Box 217 Stone Ridge, NY 12484
Town of Ulster	Supervisor	Town Hall Drive Lake Katrine, NY 12449
Town of Esopus	Supervisor	P.O. Box 716 Esopus, NY 12446
City of Kingston	Mayor	1 Garaghias Drive Kingston, NY 12401
Town of Kingston	Supervisor	906 Sawkill Road Kingston, NY 12401
Town of Hurley	Supervisor	P.O. Box 569 Hurley, NY 12443

Public Service Commission

3 Empire Plaza, Albany, NY 12223 • 1-800-342-3330

Monthly Charges

Full Time Warner Service	\$32.62
Basic Service	\$10.28
Expanded Basic Service	\$22.34
Cable Plus	\$ 4.95
Cable Guide	\$ 1.50
STARZ ¹	\$ 6.75
Encore	\$ 1.75
Showtime	\$13.52
Cinemax	\$13.52
Basic Converter	\$12.62
Addressable Converter	\$ 38
Remote	\$ 3.99
Spice / Adult	\$ 3.99
ONDEMAND PPV Movies	\$ 3.99
ONDEMAND PPV Events	prices vary

Installation and Extra Charges

Unwired Home Installation	\$38.02
Pre-Wired Home Installation	\$24.70
AO @ Initial Installation	\$13.84
AO with Separate Trip	\$24.10
Custom Installation, Hourly	\$35.18
Standard Underground Installation	\$82.66
Change of Service with Truck	\$24.16
Change of Service with No Truck	\$ 1.99
Transfer of Service - Wired	\$24.70
Transfer of Service - Unwired	\$38.02
Relocate Service (per outlet)	\$24.16
Service Call, Non-Cable Related	\$24.16
Trip Charge	\$22.14
YCR Installation	\$24.16
Collection Charge	\$22.14
Electronic Restart (per converter)	\$ 1.99
Returned Check (each occurrence)	\$20.00
Late Charge	\$ 5.00

¹Plus applicable taxes and fees.

You'll receive big savings when you subscribe to one of our special Time Warner Cable Digital plans offering you more choice and value.

Economy Plan / Digital

- Full TWC Service
- Digital Package
- Digital Converter and Remote
- Encore

\$44.04/month

Mockbuster Hits / Digital

- Full TWC Service
- HBO
- Cinemax
- Showtime
- Starz¹
- Encore
- HBO Plus
- HBO Signature
- Digital Package
- Digital Converter and Remote

\$64.04/month

Entertainment Value / Digital

- Full TWC Service
- HBO
- Starz¹
- Encore
- HBO Plus
- HBO Signature
- Digital Package
- Digital Converter and Remote

\$54.04/month

Ultimate Excitement / Digital

- Full TWC Service
- HBO
- Cinemax
- Showtime
- The Movie Channel
- Starz¹
- Encore
- HBO Plus
- HBO Signature
- Cable Plus
- Digital Package
- Digital Converter and Remote

\$74.04/month

Channel Lineup

48	1081	WCBS New York, New York	CBS	52	1080	TV Food Network
49	1082	Leased Access		53	1083	The Learning Channel
50	1083	WNBC New York, New York	NBC	54	1084	The Disney Channel
51	1084	HOME BOX OFFICE		55	1085	Turner Classic Movies
52	1085	WNYW New York, New York	FOX	56	1086	Home & Garden TV
53	1086	WABC New York, New York	ABC	57	1087	Sci-Fi Channel
54	1087	WRGB Schenectady, New York	CBS	58	1088	Cartoon Network
55	1088	WWOR Secaucus, New Jersey	IND	59	1089	Court TV
56	1089	PAY-PER-VIEW		60	1090	The History Channel
57	1090	WPIX New York, New York	IND	61	1091	Encore Plex
58	1091	WRNN Kingston, New York	IND	62	1092	HBO Plus West
59	1092	WMTT Schenectady, New York	PBS	63	1093	HBO Signature West
60	1093	Home Shopping Network		64	1094	C-SPAN2
61	1094	EWTN / Odyssey		65	1095	Comedy Central
62	1095	SHOWTIME		66	1096	The Travel Channel
63	1096	ENCORE		67	1097	VH1
64	1097	TV Guide Channel		68	1098	Univision
65	1098	CINEMAX		69	1099	Country Music Television
66	1099	WTBY Poughkeepsie, New York	IND	70	1100	MSNBC
67	1100	Discovery Channel		71	1101	E! Entertainment TV
68	1101	STARZ ¹		72	1102	Fox News Network
69	1102	Quality Value & Convenience		73	1103	Discovery Kids
70	1103	C-SPAN Congressional Coverage		74	1104	Game Show Network
71	1104	Music Television		75	1105	BBC America
72	1105	Fox Sports, New York		76	1106	Bravo
73	1106	Madison Square Garden		77	1107	Discovery Home & Leisure
74	1107	American Movie Classics		78	1108	Discovery Health
75	1108	The Nashville Network		79	1109	Discovery Science
76	1109	ABC Family Channel		80	1110	Discovery Wings
77	1110	Cable News Network		81	1111	Fox Sports World
78	1111	The Weather Channel		82	1112	ESPN News
79	1112	Animal Planet		83	1113	ESPN Classic Sports
80	1113	Arts & Entertainment		84	1114	Outdoor Life
81	1114	ESPN		85	1115	The Golf Channel
82	1115	Lifetime		86	1116	SpeedVision
83	1116	Nickelodeon		87	1117	We Women's Entertainment
84	1117	FX		88	1118	Independent Film Channel
85	1118	Turner Network Television		89	1119	Encore Love Stories East
86	1119	USA Network		90	1120	Encore Mysteries East
87	1120	OPEN		91	1121	Encore Westerns East
88	1121	CNBC		92	1122	STARZ2 East
89	1122	Black Entertainment Television		93	1123	HBO Plus East
90	1123	ESPN 2		94	1124	HBO Signature East

Full TWC Service Consists of:

Basic Reception Service (channels 2-4, 6-9, 11-16, 19, 21, 22, 24, 25).

Expanded Basic Service (channels 26-48, 50, 55, 58-95).

Digital Service (channels 121-930).

PREMIUM/PAY-PER-VIEW (channels 5, 10, 17, 18, 20, 23, 56-57, 519-851).

Cable Plus Tier (Channels 49, 51-54).

Reconnect (Non-Payment)

If service has been disconnected for non-payment, an account will be subject to a reconnect charge of \$24.90. Services will be restored only after payment of the delinquent charges, reconnect charge and one month service in advance. Payment must be in cash, cashier's check, or money order.

Dishonored Negotiable Instruments (Returned Checks)

A charge of \$20.00 per returned check will be added to an account for handling.

Disputed Bills

If there is a dispute of any portion of the bill, please notify us in writing within 30 days of initial invoice to: TWC, P.O. Box 610, Port Ewen, NY 12466. Please do not include your dispute notice with your payment. This is because your payments are not processed at the above address, and a timely response cannot be assured. Your dispute notice should state all the facts surrounding the disputed portion of your bill. Undisputed portions of your bill must be paid promptly to prevent a disconnect of service for non-payment.

Equipment Responsibility

Rented converters and remote control units are the property of TWC and must be returned if you move or disconnect your service. In accordance with the work order/receipt you signed when you received the equipment, your account will be charged \$300.00 for any converter and/or \$50.00 for any remote which is not returned in good condition to TWC. Please note that these charges also apply if the equipment should be damaged or stolen.

Converter Boxes

One of the reasons you subscribed to TWC is that we offer many more channels of programming than you are able to receive off-the-air. Some of you may have TV receivers and VCRs that can tune in all the channels we provide. Others may have older sets that do not tune to all the cable channels. In this case, TWC will provide you with a set-top converter (monthly cost may be applicable), or you may choose to buy a converter at a retail outlet.

Even if you have a TV or VCR that was advertised as being able to receive all cable channels, you may still need a converter. This is because there have been no standards governing the reception of cable channels and so your television or VCR, however it may have been advertised, may not tune to all the channels we provide. According to new government rules, after October 31, 1994, TVs and VCRs sold in the U.S. cannot be called "cable-ready" unless they comply with the new requirements, including the ability to properly tune cable channels. In addition, some TVs and VCRs cannot tune all cable channels without some interference. If this is the case with your equipment, you may also need to use a converter.

In addition, because TWC scrambles some of the channels we provide, you will need a converter with a built-in descrambler should you wish to receive these channels even if you have a receiver that tunes our cable channels.

The set-top converter will "descramble" the cable channels on your TV. Please understand that the process of converting all our channels means that you can only receive one channel at a time through the converter. This means that there may be certain features of your TV and VCR that depend on channel tuning of these devices that you will not be able to use. For instance, taping one scrambled program while watching another, recording two or more consecutive programs that appear on different channels, and the use of picture-in-picture may not be possible without additional equipment.

Should you wish to use some of the features noted above, TWC will provide you with supplemental equipment. This equipment might include an additional converter, or if you have a receiver that can tune all our channels, a switch that will enable you to by-pass the converter and tune all the unscrambled channels with your TV or VCR. Please contact us regarding your wishes and we will be happy to give you a schedule of charges for such equipment. In addition, you may purchase bypass switches and additional converters at retail outlets. Please remember, however, that converters with descrambling capability can only be obtained from TWC. In fact, should you see advertisements for cable converters that have descramblers in them (so-called "pirate boxes" or "black boxes"), you should understand that these devices are illegal to sell or to use. Because of the need to protect our scrambled services, TWC will not authorize the use of any converter/descrambler not provided by us. People who use illegal converter/descramblers are actually stealing cable service, and this practice unfairly results in increased prices to our honest customers.

Remote Controls

Many of the converters used by TWC can be operated by a hand-held remote control device. It is possible that the remote control that may have come with your TV or VCR is capable of controlling our converter box as well. In that case, feel free to use it. If you choose, you may buy a "universal remote control device" capable of working with our converters at a retail outlet. If you wish, we will provide a list of some compatible universal remote control devices. You can probably find others as well. If you do, please let us know and we will update our list. You can buy universal remotes at many appliance or electronics stores.

If You Need More Information

For additional information about the compatibility of TWC's equipment with your equipment, please contact our office and we will provide you with more detailed written information.

Repairs and Modifications During Service

All service, repairs and modifications of the system may be made only by TWC representatives. TWC does not charge for any service call when the problem is caused by the cable system. You are not authorized to disturb, tamper with, or reroute, or in any way interfere with any component of the system owned by TWC. Also, you are not authorized to attach, or cause to be attached, any electronic device or other device to the system, except a TV set, VCR, or FM receiver. In the event you or others alter any of TWC's equipment which allows for the reception of any unauthorized service or causes damage to the equipment, a minimum service charge of \$24.16 will be assessed to the customer's account.

Theft of Service

Any unauthorized attachment of a wire, cable or other device to a part of the cable system is considered theft of service. This includes any unauthorized modification of TWC equipment.

Every person who knowingly and willfully makes or maintains an unauthorized connection or connections, whether physically, electronically, or inductively, or purchases, possesses, attaches or maintains the attachment of any unauthorized device or devices to any cable, wire or other component of a franchised or otherwise duly licensed cable television system or to a television cable or set, or makes or maintains any modification or alteration to any device installed with the authorization of a franchised or otherwise duly licensed cable television system, for the purpose of intercepting or receiving any program or other service carried by a franchised or otherwise duly licensed cable television system which such person is not authorized by that cable television system to receive, is guilty of a misdemeanor punishable by stiff fines or by imprisonment in the county jail not exceeding 90 days, or both. For the purpose of this section, each such purchase, possession, connection or attachment shall constitute a separate violation of this section. Under local and state laws it is illegal to knowingly and willfully manufacture, import into this state, distribute, sell, offer to sell, possess for sale, or advertise for sale any device, or any plan or kit for a device designed in whole or in part to decode or descramble the signal carried by a cable television system.

Free Preview Policy

TWC may present Free Previews of premium services. If the preview includes R-rated programming, we will notify you of the dates, times and channel numbers of the preview. If you do not wish to receive a particular preview, please contact our customer service department and we will arrange to block it out free of charge.

Disconnection of Services

- a. TWC may disconnect services to a customer for one or more of the following reasons:
 1. Non-payment of an account 53 days or more past due.
 2. Failure to comply with terms of any settlement agreement.
 3. Refusal to grant access at reasonable times to equipment installed on your premises for inspection, maintenance, and replacement.
 4. Misrepresentation of identity or otherwise to obtain cable services.
 5. Violation of any other rules of TWC which adversely affects the safety of the customer or other persons, or the integrity of the cable system, from the violation of our applicable laws, rules, and regulations.
- b. Notice of Disconnection: TWC may send written notice to you prior to the date of proposed disconnection. If disconnection is sought pursuant to reason (1) above, such notice shall not be sent prior to the time the account becomes 30 days overdue. Notice shall be addressed to assure delivery, and service of notice by mail is complete upon mailing.
- c. Time of Disconnection: If notice is sent, TWC may disconnect service on the date specified on the notice, or after, during regular business hours.
- d. Disconnection: Upon disconnection, TWC shall leave at the customer's residence, in a manner conspicuous to the customer, a notice that service has been disconnected, and a phone number that the customer may call to have service restored.
- e. Restoration of Service: After service has been disconnected, TWC shall restore it promptly upon the customer's request when the cause of disconnection has been satisfied.

Collection Charges

In the event a disconnected customer has a delinquent balance, TWC will turn your account over to our national collection agency. If this occurs, the customer will be responsible for the collection agency fees in addition to the delinquent balance.

TWC Property

All converters, remote control units and cables delivered and installed hereunder shall remain the property of TWC. TWC, may, however, as its sole option, supply new or reconditioned equipment to insure the integrity of its signal. You shall pay for any repairs or replacement of the converter (\$300.00) and remote control unit (\$50.00) whether or not caused by your negligent act, except such repair or replacement as may be necessary by reason of normal and ordinary wear, or by reasons of defects of material or workmanship therein. TWC shall have the right to inspect, during regular business hours, any equipment located at the customer's premises after obtaining permission from the customer to enter. Customer also understands that replacement batteries to operate the remote control unit are not the responsibility of TWC.

Customer's Termination of Service

You may request that service be terminated at any time and TWC shall use its best efforts to complete such termination within five working days of the request. No charges will be assessed to the customer's account for failure of TWC to complete the requested disconnect beyond the third day, unless the customer did not offer reasonable access to the premises for the work to be completed.

Customer Rights

As a cable television customer, you are entitled to notice of all programming and other services offered on this cable television system and the prices and charges. This notice must be given to you at the time you first subscribe to this system, at the time you request any change in service, at the time you make a request for any such information, and semi-annually.

You are entitled to advanced notice whenever a network or channel is removed from a service tier to which you are subscribing. You are also entitled to notice of certain other changes in programming. We will give you notice of these significant changes thirty days prior to the effective date of this change if we know about the change sufficiently in advance, or we will give you notice within thirty days upon which we first learn of the change. Upon receipt of the notice you may elect to terminate your service or downgrade your service to a less expensive tier at no charge, provided that you tell us of your decision within forty-five days of the receipt of this notice.

In addition to the foregoing, if a network or channel is moved from one service tier to another, or is removed from the system altogether, and you find subscribed to our system during the next month preceding the date of the change, or upgraded your service during the six months preceding the date of the change, you may be entitled to a refund of installation, upgrade or other one-time charges paid to us if you choose to terminate or downgrade your subscription after the change. If a network is moved from our basic service tier to a more expensive tier, you may also have the opportunity to upgrade to the more expensive tier, also at no charge, for a period of six months. If a network is removed from basic cable service and is not available anywhere on the system, you may be entitled to a credit for a portion of your monthly service payment for a fixed period of time after the network is removed from the system. The specific criteria for determining your eligibility for one or more of these opportunities will be explained to you in detail if and when it becomes necessary for us to provide notice of a change in programming.

Parental Control

Parental Control devices are used to block out channels which you might find inappropriate for your home. TWC will provide a converter capable of parental control should you request one.

Customer Liability

Converters, remote control hand units, splitters, grounding devices, cables and other equipment included by TWC for the purposes of providing cable television service to your residence are and will remain the sole property of TWC. It is unlawful for you to tamper with or modify any of the aforementioned equipment. You must agree to exercise reasonable care to prevent damage to or loss of the equipment. The equipment cannot be loaned or removed from your home without the express written permission of TWC.

With prior notice and during reasonable hours you must allow a TWC representative access to inspect, repair, replace or remove the equipment.

Should the converter or remote control hand unit be lost, damaged or stolen, the customer shall be responsible for the replacement value of the equipment. See Equipment Responsibility.

Definition of "Non-Cable Related Calls"

"Non-cable" related calls include, but are not limited to: failure to provide access, customer education, TV set problem, fine time TV set, fine time VCR, customer installed equipment, tampering/illegal outlet, and animal chew, or any failure by you to exercise reasonable care of TWC's equipment. A non-cable related call also applies when there is no adult at home at the time the technician arrives.

If you wish, you may enroll in our TWC Assurance Plan which will cover your repairs in the event they are non-cable related. It is available for only .50¢ per month.

Installation of Service

TWC shall have the right to install on the premises any and all components of the system necessary to provide the services requested by you. In the event you are not the owner of the premises in which the service and equipment are to be installed, you warrant to TWC that you have the consent of the owner for TWC to make the installation and for maintenance.

Service Interruptions

Customers will be credited with prorated allowances for any loss of basic or premium services for a period of 4 hours or more that was not caused by the customer or the customer's equipment. The minimum credit shall be equal to 1/20th times the applicable monthly charge for each 24-hour period during which a service outage continues for at least 4 hours. In the event we cannot determine all customers affected by an outage, credit shall be given to any eligible customer who makes application in either written or oral notice within 90 days of the outage.

Customer Privacy Rights

As a subscriber to cable television service, you are entitled under Section 631 of the Cable Communications Policy Act of 1984 (the "Cable Act") to know the limitations imposed upon cable operators in the collection and disclosure of personally identifiable subscriber information, the type of personally identifiable information collected, how subscriber information is used, under what conditions it is disclosed, the period during which it is maintained, and the rights of subscribers concerning such information and its disclosure. This law reduces only to personally identifiable information.

In order that we may operate efficiently, we keep regular business records that contain the following types of personally identifiable information: your name, address, telephone numbers, social security number, credit information, and subscriber correspondence. Our records also

include information on billing, payment, damage and security deposits, maintenance and repairs. How many television sets in your home are connected to cable or are cable ready, the location of these television sets in your home, the service options you have chosen, and the number of converters or other cable equipment installed in your home. We also keep records of research, concerning subscriber satisfaction and viewing habits, which are obtained from subscriber interviews and questionnaires. We also keep records showing the names and addresses you have entered on our pay-per-view channels. Additionally, if you not your home, we may have a record of whether landlord permission was required prior to installing our cable facilities as well as your landlord's name and address.

Without appropriate written or electronic consent from you, we cannot collect personal information over the cable system unless it is necessary to provide a cable or other service you have requested or to determine if you are being properly billed for the services you are receiving.

TWC considers the information contained in the business records we keep to be confidential. Unless your written or electronic consent is obtained, personal information which we maintain related to our subscribers will be disclosed only when it is necessary to render or conduct a legitimate business activity related to the cable and other services that we provide to you, or if such disclosure is required by court order and the subscriber is notified of such order, or if disclosure is otherwise consistent with the Cable Act as summarized in this Notice.

Our detailed business records are used (and personal information contained therein disclosed) generally to help make sure you are being properly billed for the services you receive, to send you pertinent information regarding your cable services, to improve the quality of the services we provide, and for tax and accounting purposes. Specifically, the information in these records is used to sell, install, maintain, and disconnect cable services, as well as to bill and collect service related charges, to measure subscriber satisfaction and improve marketing and program decisions, to mail related materials, to ensure compliance with relevant law and contractual provisions, and to answer questions from subscribers.

The types of persons to whom information about you may be disclosed in the course of our cable business include the employees of Time Warner Cable (or other d/b/a) and their related legal entities, agents, repair and installation subcontractors, sales representatives, accountants, billing and collection services, program guide distributors, mailboxes, program suppliers, consumer and market research firms, and authorized representatives of governmental taxing or regulatory authorities. Also upon reasonable request, personally identifiable information is disclosed to persons with an equity interest in legal entities related to TWC when they have a legal right to inspect our books and records.

Information for billing purposes and program guide mailings is generally provided on a monthly basis. Information for other purposes is provided as it is needed. We will maintain information about you as long as it is necessary for our cable television business purposes. This period of time lasts as long as you are a subscriber and up to fifteen additional years so that we can comply with tax and accounting requirements.

Unless you object, the Cable Act also allows us to disclose information to others, including advertisers and direct mail or telemarketers, for non-cable related purposes, including product advertising, direct marketing, and research. Disclosure for such purposes is limited to your name, address, and the particular services to which you subscribe, but cannot include the event of your viewing or use of a particular service or the nature of any transaction you may make over the cable system. We typically provide names and addresses of subscribers to third parties as often as requested. If you wish to have us remove your name from such lists, please contact us at the system office at our local office. (We will then not make make your name and address available for such non-cable purposes.)

Other than information provided to governmental taxing or regulatory authorities in furtherance of our legitimate business activities, TWC shall not make such personally identifiable information available to governmental authorities in the absence of an appropriate court order entered after a court proceeding. At such a court proceeding, federal law requires the governmental entity to offer clear and convincing evidence that the subject of the information is reasonably suspected of engaging in criminal activity and that the information sought would be material evidence in the case. The subject of the information must be afforded the opportunity to appear and contest the governmental entity's claim. In addition, pursuant to an administrative subpoena, state welfare agencies may obtain the names and addresses of individuals as they appear in the customer records of cable television companies with respect to those who use welfare support. Such information may be obtained without a court order and does not require that a subscriber be given notice of and the opportunity to contest the disclosure.

You have the right to inspect our records that contain information about you and correct any errors in such information. If you wish to inspect our records at our local business office, please notify us in writing thirty (30) days in advance and an appointment will be arranged promptly during our regular business hours.

Additionally, as a cable subscriber, the Cable Act provides you with a cause of action for damages, attorney's fees and costs, in Federal District Court should you believe that any of the limitations on the collection, disclosure, and retention of personally identifiable information have been violated by us.

Home Wiring

The following notice will serve to inform you of your options regarding the home wiring located within your dwelling that is used to provide cable service. Home wiring is that cable which runs from your TV set to a point approximately twelve inches outside of your dwelling unit. It includes extra outlets, splitters, connections and fittings, or wall plates attached to the wire but does not include terminal devices such as converters, descramblers, A/B switches, parental lockout devices, security devices and the like.

Pursuant to FCC regulations, all customers are given the option to acquire the home wiring within their dwelling unit upon termination of cable service. However, even prior to termination of cable service, we allow our customers to remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of the customer's dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors. For example, you may not attach any device or equipment to your inside wiring in a way that impairs the integrity of the local cable system, such as creating signal leakage, or which may cause a violation of government regulations. Furthermore, you may not attach devices or equipment to the wiring which alone or together result in a degradation of signal quality to you or your neighbors.

If you choose to have us remove, replace, rearrange, or maintain the wiring inside your home, you have the choice of paying our regulated hourly service charge on a per-visit basis or of purchasing our optional line protection plan for a small monthly fee. This optional program covers most but not all inside wiring problems. For example, it does not cover damage to inside wiring caused by you or any third party, should you attempt to undertake your own removal, replacement, rearrangement, repair, extension or modification of that wiring. Furthermore, we are not responsible for problems relating to the operation of customer-owned consumer electronic equipment such as televisions, VCRs, home antennas, etc., which may be connected to the inside wiring in your home. We are, however, responsible for problems relating to any equipment which you lease from us, other than problems caused by tampering, neglect or abuse.

You also have the option of removing, repairing, rearranging or maintaining the inside wiring yourself or of hiring a qualified outside contractor to do the work for you. It is extremely important that only high quality home wiring materials be used and the those materials be properly installed in order to avoid signal leakage and to maintain signal quality in compliance with FCC technical regulations. If you choose to install, replace or repair your own wiring, or hire a third party contractor to do it for you, we will be happy to furnish at cost the necessary wiring and connectors that will meet required technical standards, or provide you with a list of technical specifications for the equipment should you choose to purchase it elsewhere. Please note, however, that in the event improper materials or improper installation causes signal degradation and/or leakage, we may be required under federal law to terminate your cable service until the problem can be remedied.

Service Complaints, Requests and Inquiries

TWC shall expeditiously handle all customer service complaints, requests and inquiries. To the extent required by law, TWC shall record all such contacts in written form and maintain such records for the minimum period required.

Complaint Procedures

In compliance with the requirements of Section 76.007 of the Rules and Regulations of the Federal Communications Commission, TWC has procedures in effect to resolve any complaints that may arise concerning the quality of the cable television signals we deliver. We take pride in the fact that we provide the finest in cable television services. As a result, you will experience few, if any, service problems attributed to quality or loss in the delivery of the service to your home or office. Should the occasion arise that you encounter a problem, a call to our office at the number shown on your bill will assure that your problem will be investigated and corrected to the extent we can reasonably do so, no later than the next business day following your call.

Customer satisfaction is our goal, but if circumstances should be such that you are dissatisfied after we have exhausted our resources to correct the problem, you have the right to contact your local municipality/county for assistance. To assist you, we are providing a listing of the responsible officer of the local municipality/county authorities in your area.



Address: Route 9W
Port Ewen, NY 12466

Telephone Number: 845-331-1711
1-800-431-8878

Phone Hours:

Monday - Thursday 7AM - 10PM Friday 9AM - 10PM
Saturday 7AM - 10PM Sunday 8AM - 6:30PM

Effective January 1, 2002**Channel Lineup**

2	CBS	WCBS New York, New York	CBS
3	LA	Leased Access	
4	NBC	WNBC New York, New York	NBC
5	HBO	HOME BOX OFFICE	
6	FOX	WNYW New York, New York	FOX
7	ABC	WABC New York, New York	ABC
8	CBS	WRGB Schenectady, New York	CBS
9	UPN	WWOR Secaucus, New Jersey	IND
10	PPV	PAY-PER-VIEW	
11	WB	WPIX New York, New York	IND
12	IND	WRNN Kingston, New York	IND
13	PBS	WMHT Schenectady, New York	PBS
14	HSN	Home Shopping Network	
16	EWTN	EWTN / Odyssey	
17	SHO	SHOWTIME	
18	ENC	ENCORE	
19	TVG	TV Guide Channel	
20	MAX	CINEMAX	
21	IND	WTBY Poughkeepsie, New York	IND
22	TOC	Discovery Channel	
23	STZ	STARZ!	
24	QVC	Quality, Value & Convenience	
25	CSP	C-SPAN Congressional Coverage	
26	MTV	Music Television	
27	FSNY	Fox Sports, New York	
28	MSG	Madison Square Garden	
29	AMC	American Movie Classics	
30	TNN	The Nashville Network	
31	FAM	ABC Family Channel	
32	CNN	Cable News Network	
33	TWC	The Weather Channel	
34	AP	Animal Planet	
35	AAE	Arts & Entertainment	
36	ESPN	ESPN	
37	LIFE	Lifetime	
38	NICK	Nickelodeon	
39	FX	FX	
40	TNT	Turner Network Television	
41	USA	USA Network	
42	OPEN	OPEN	
43	CNBC	CNBC	
44	BET	Black Entertainment Television	
45	ESPN2	ESPN 2	

46	TGN	TV Food Network
47	TLC	The Learning Channel
48	DS	The Disney Channel
49	TCM	Turner Classic Movies
50	H>V	Home & Garden TV
51	SF	Sci-Fi Channel
52	CN	Cartoon Network
53	CTV	Court TV
54	THC	The History Channel
55	ENC2	Encore Plex
56	HBO2	HBO Plus West
57	HBO3	HBO Signature West
58	CSPAN2	C-SPAN2
59	COM	Comedy Central
60	TRC	The Travel Channel
61	VH1	VH1
62	UN	Univision
63	COM	Country Music Television
64	MSNBC	MSNBC
65	E!	E! Entertainment TV
95	FX	Fox News Network
121		Discovery Kids
161		Game Show Network
162		BBC America
180		Bravo
201		Discovery Home & Leisure
220		Discovery Health
272		Discovery Science
274		Discovery Wings
401		Fox Sports World
402		ESPNews
403		ESPN Classic Sports
404		Outdoor Life
405		The Golf Channel
408		SpeedVision
502		We Women's Entertainment
503		Independent Film Channel
519		Encore Love Stories East
521		Encore Mysteries East
523		Encore Westerns East
535		STARZ12 East
552		HBO Plus East
554		HBO Signature East
577		Showtime2 East
590		The Movie Channel
800 - 810		Pay-Per-View
851		Adult Pay-Per-View
901 - 930		Digital Music Express

Full TWC Service Consists of:

Basic Reception Service (channels 2-4, 6-9, 11-16, 19, 21, 22, 24, 25).

Expanded Basic Service (channels 26-48, 50, 55, 58-95).

Digital Service (channels 121-930).

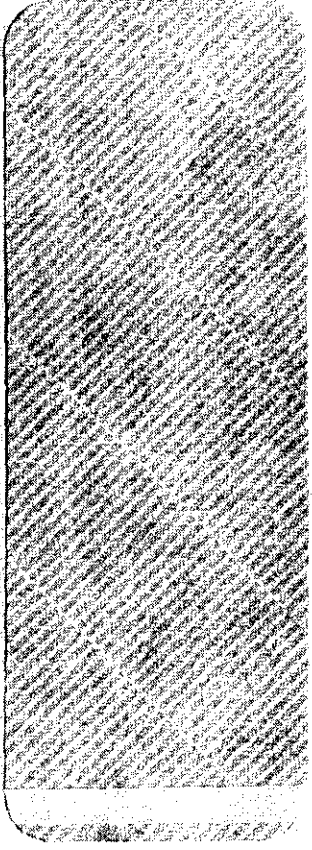
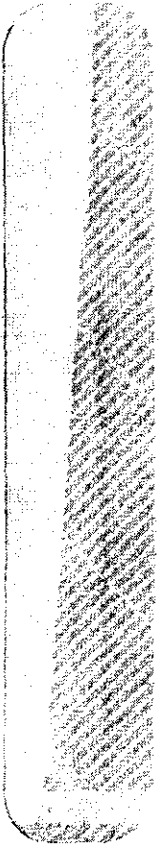
PREMIUM/PAY-PER-VIEW (channels 5, 10, 17, 18, 20, 23, 56, 57, 519-851).

Cable Plus Tier (Channels 49, 51-54).

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Washington Mutual
Loan Setup
75 North Fairway Dr.
Vernon Hills, IL 60061



April 23, 2001

By now, you may be aware that PNC Bank sold its mortgage banking subsidiary, PNC Mortgage, to Washington Mutual Bank, FA effective February 1, 2001.

Washington Mutual has always valued the trust of its customers. We know customers care about the security of the information they provide when doing business with us.

The enclosed Privacy Policy covers what types of information Washington Mutual collects, and the circumstances under which it may be shared with affiliated companies and with nonaffiliated third parties.

Please take a moment to read this important information.



**Washington Mutual**

Washington Mutual Home Loans, Inc.
A Washington Mutual Company

Washington Mutual, Inc.

PRIVACY POLICY

Your Privacy

At Washington Mutual,* respecting the privacy and security of your personal information is important to us. Please read this Privacy Policy carefully. It is designed to inform you of the types of information we collect, how we use that information, and the circumstances under which we will share it among our family of affiliated companies and with nonaffiliated third parties.

Safeguarding Customer Information

We only grant access to nonpublic personal information about you to employees and service providers so that they can provide or offer products or services to you, process and service your accounts, and administer business. Our Code of Conduct requires that your information remain confidential. Even if you are no longer our customer, we will continue to treat your nonpublic personal information in the same way as if you were still a customer. In addition, we maintain physical, electronic and procedural safeguards that comply with federal standards to guard this personal information.

*This Privacy Policy is being provided to you by Washington Mutual, Inc. and the Washington Mutual family of companies listed on the reverse side of this Privacy Policy. As used in this Privacy Policy, "we," "us," "our," or "ours" refers to Washington Mutual, Inc. and each of its companies. "You," "your," and "yours" refers to each individual who is one of our customers or former customers and other individuals who obtain or request a financial product or service from us.



Information Sharing with Nonaffiliated Third Parties as Permitted by Law

We are permitted by law to share all the information we collect, as described above, with (1) companies that perform marketing services on our behalf and (2) with other financial institutions with whom we have joint marketing arrangements. For example, we may share information with financial service providers with which we offer products such as credit cards or accelerated loan payment programs.

We may also share all the information we collect, as described above, with other nonaffiliated third parties such as third parties that assist us with preparing monthly statements, and with the processing and printing of checks. These other non-affiliated third parties also include credit reporting agencies to whom we report information about your transactions with us.

Please be advised that the opt out rights described below will not apply to the sharing of information with these third parties or to the sharing of information with marketing service providers and joint marketers as described above.

Information Sharing With Other Nonaffiliated Third Parties and Your Opt Out Rights

Unless you request otherwise, we may share all the information we collect, as described above, with additional types of nonaffiliated third parties, such as:

- Financial service providers, such as life insurance companies for whom one or more of our affiliates acts as agents.
- Non-financial companies, such as firms that offer value-added packages of products and services (including discounted travel services,

discounted hotel accommodations and shopping services.)

If you prefer that we not share nonpublic personal information about you with these nonaffiliated third parties, you may opt out of those disclosures (other than as permitted by law). To opt out, please check the appropriate box on the opt-out form attached, fill in all the requested information, and return the form to us at the address provided. We will stop sharing this information as soon as reasonably practical. Again, your opt out will apply to all accounts you hold individually and to all accounts you hold jointly with other persons. Your opt out will not apply, however, to any accounts your joint account holders hold individually or jointly with persons other than you. If your joint account holders wish to opt out as to such other accounts, they will need to submit a separate opt out request.

Sharing of Nonpublic Personal Health Information

If you engage in an insurance transaction with or through us, we may collect nonpublic personal health information about you. We do not share nonpublic personal health information with any non-affiliated third party unless you have authorized the disclosure, the disclosure is made in connection with an insurance transaction that was initiated by you or the disclosure is otherwise permitted by law.

Thank you for allowing us to continue serving your financial needs. We value your business and we're committed to protecting your privacy.

This Privacy Policy applies to the following Washington Mutual companies and divisions: Bank United Securities Corp., First Community Industrial Bank, Long Beach Mortgage Company, Washington Mutual Bank, Washington Mutual Bank fsb, Washington Mutual Bank, FA, WMB FA Insurance Agency, Inc., WM Business Bank, Washington Mutual Finance, Washington Mutual Finance Group, LLC, Washington Mutual Finance of Florida, LLC, Washington Mutual Finance of Mississippi, LLC, Washington Mutual Finance of North Carolina, LLC, Washington Mutual Finance of Virginia, LLC, Washington Mutual Finance, Inc., Washington Mutual Finance, LLC, WCBU Managing Agency, Inc., WMFS Insurance Services of Idaho, Inc., WMFS Insurance Services of Nevada, Inc., WMFS Insurance Services, Inc., WM Financial Services, Inc., Washington Mutual Home Loans, Inc., WM Insurance Agency, Inc., Washington Mutual Insurance Agency, Washington Mutual Insurance Brokerage Services, Inc., Washington Mutual Insurance Services of Idaho, Inc., Washington Mutual Insurance Services, Inc., Western Bank

Opt Out Request Form

I direct Washington Mutual not to share my nonpublic personal information as set forth below (please check appropriate box(es)): I understand this may cause me to no longer receive promotional or exclusive offers for any product or service Washington Mutual provides.

- ☐ I direct Washington Mutual not to share nonpublic personal information about me with **non-affiliated third parties**, except as provided in this Privacy Policy.
- ☐ I direct Washington Mutual not to share nonpublic personal information about me among its **affiliated companies**, except as provided in this Privacy Policy.

Joint Accounts: All accounts that apply to the customer filling out the information below will be "opted-out." This will include joint accounts. However, any person holding a joint account with the customer filling out this form who wishes to opt out of an account held individually or jointly with someone other than the person filling out this form, will need to submit a separate opt out request.

We will process your opt out request as soon as reasonably practical. Please note that you may still receive mailings if your information was permissibly shared prior to processing your opt out or if the mailings can be provided without violating your opt out request.

Please PRINT clearly in blue or black ink. If any information on this form is inaccurate, incomplete, or illegible, we may not be able to process your request and may be required to contact you for further information.



Collection of Information

We collect nonpublic personal information about you from the following sources:

- From you, on forms, via the Internet, by telephone or otherwise. Examples of this type of information include your name, address, social security number, credit history and other financial information.
- From transactions with us, our affiliates or with others. For example, your payment histories, account balances, and other transaction records.
- From credit reporting agencies, such as information relating to your creditworthiness, your credit score and credit usage.
- From third parties to verify information you have given us.

Uses of Shared Information

We may share all the information that we collect, as described above, for the following purposes:

- To provide you with the products and services you have requested.
- To offer you additional products and services, from us or from others, that may be of interest to you.
- To comply with reporting and other legal requirements.
- To otherwise conduct business.

Information Sharing Among Our Family of Affiliated Companies

Washington Mutual, Inc. is the holding company for a group of companies which includes financial service providers such as depository institutions, insurance agencies, mortgage companies, consumer finance companies and securities

broker-dealers. Any company that is owned or controlled by Washington Mutual, Inc. is an "affiliate" or an "affiliated company" of all of the other companies owned by Washington Mutual, Inc.

Under the federal Fair Credit Reporting Act, we are permitted to share your name, address and facts about your transactions and experiences with us (such as your payment history and other transactions on your accounts with us) among our affiliated companies. That information is referred to in this Privacy Policy as "transaction information."

Unless you request otherwise, we also share all of the *other* information we collect among our affiliated companies. This information -- that is, information other than transaction and experience information -- is referred to in this Privacy Policy as "other information." You have the right to ensure that other information is not shared with our affiliates, by using the attached form. If you don't want us to share this information with our affiliates, please check the appropriate box on the opt-out form attached, fill in all the requested information, and return the form to the address provided. Once we receive your opt out request, we will stop sharing this information as soon as reasonably practical. Your opt out will apply to all accounts you hold individually and to all accounts you hold jointly with other persons. Your opt out will not apply, however, to any accounts your joint account holders hold individually or jointly with persons other than you. If your joint account holders wish to opt out as to such other accounts, they will need to submit a separate opt out request.

PLEASE PRINT CLEARLY

Name: _____
(First, Middle, Last or Company Name)

Street Address: _____

Mailing Address: _____
(If different from Street Address)

City: _____

State/Zip Code: _____

Phone Number: (____) _____

Account Number: _____
(Please provide one valid account number)

Please note: If you establish a new relationship with Washington Mutual after you submit this Opt Out request, you will receive another copy of our Privacy Policy and Opt Out form. If you wish to Opt Out in connection with the new relationship, you will need to submit another Opt Out request at that time.

From time to time, we update our systems to offer additional privacy options to our customers. If you submitted a prior opt out request and want your customer records to be updated with our most current privacy options, please complete and submit this form. However, if you choose not to resubmit this form, your prior opt out request will be honored.

Return request to: Washington Mutual
P.O. Box 2430
Chatsworth, CA 91311-2430

C011445-PI5025/WAMU PNC 0719650250

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**WELLS
FARGO**

Wells Fargo Operations Center
P.O. Box 5277
Sioux Falls, SD 57117-5277

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WELLS FARGO PRIVACY POLICY

A Guide to How We Use and Protect Customer Information

Our Pledge To You

At Wells Fargo, we value the trust you have placed in us... and we intend to continue to earn your trust each day. That's why we welcome this opportunity to describe our privacy policies and the steps we take to protect your customer information. In this brochure, you'll find details about these policies and procedures, as well as the opportunity to choose how your customer information may be shared. You'll also receive updates in the future, so you can continue to stay informed about this important issue.

This disclosure applies to consumers who have a relationship with one or more of the banks and companies of Wells Fargo & Company listed below:

Wells Fargo Banks

Wells Fargo Bank, N.A.
Wells Fargo Bank Alaska, N.A.
Wells Fargo Bank Arizona, N.A.
Wells Fargo Bank Illinois, N.A.
Wells Fargo Bank Indiana, N.A.
Wells Fargo Bank Iowa, N.A.
Wells Fargo Bank Michigan, N.A.
Wells Fargo Bank Minnesota, N.A.
Wells Fargo Bank Montana, N.A.
Wells Fargo Bank Nebraska, N.A.
Wells Fargo Bank Nevada, N.A.
Wells Fargo Bank New Mexico, N.A.
Wells Fargo Bank North Dakota, N.A.
Wells Fargo Bank Northwest, N.A.
Wells Fargo Bank Ohio, N.A.
Wells Fargo Bank South Dakota, N.A.
Wells Fargo Bank Texas, N.A.
Wells Fargo Bank West, N.A.
Wells Fargo Bank Wisconsin, N.A.
Wells Fargo Bank Wyoming, N.A.
WF National Bank South Central

Student Loans

Servus Financial Corporation
Wells Fargo Bank South Dakota, N.A.

Diversified Products Group

Wells Fargo Leasing Corporation
Wells Fargo Auto Finance, Inc.
Wells Fargo Fleet Services, Inc.
Norwest Auto Finance, Inc.

Home Mortgage

Wells Fargo Home Mortgage, Inc.
Wells Fargo Home Mortgage
of New Mexico, Inc.

Securities Brokers

Brenton Investments, Inc.
Ragen MacKenzie Investment
Services, LLC
Wells Fargo Brokerage Services, LLC
Wells Fargo Investments, LLC
Wells Fargo Securities, Inc.
Wells Fargo Van Kasper, LLC

The practices and policies contained in this disclosure are subject to change, but we will communicate any material changes to you when required by applicable laws. The practices and policies contained in this disclosure replace all previous notices or statements with respect to the same subject matter.

This Is Our Pledge To You

- We are committed to protecting your privacy at all times.
- We do not share customer information with outside companies for purposes of selling their products and services to you, unless you have been given the opportunity in advance to decline this option.
- We do not share medical information provided as part of insurance applications or claims, except for the purposes you have authorized.
- We are committed to bringing you the services you need to succeed financially. If we do not offer a financial service, such as some insurance products, we may establish a joint marketing program with an outside company to offer that service to you. These programs include confidentiality agreements to protect customer information.
- We maintain security standards and procedures designed to protect customer information. We will continue to test and update our technology to improve the protection of our information about you.

Behind this pledge is a simple idea. We want you to know that you can count on us – to protect the privacy and security of your customer information, and to provide you with the responsive, professional service you deserve. The Wells Fargo name has been a trusted symbol of service and reliability for nearly 150 years. We are committed to continuing this proud tradition in the years to come, and to earning your trust – and your business – every day.

Our Policies Regarding The Collection, Use and Disclosure of Customer Information

At Wells Fargo, our goal is to provide you with all the services you will need to succeed financially. Along the way, we are committed to providing you with responsive, personalized service, and keeping you informed about new services that may be of immediate interest to you, or new benefits that can help you derive the greatest value from your Wells Fargo relationship.

Customer information is at the heart of our ability to provide superior service to you. In the sections that follow, we describe the types of information that are collected, and how and why that information may be shared with others.

Please refer to the Glossary for the definitions of some important terms we use throughout this brochure.

Information Collection

The primary reason that we collect and maintain customer information is to serve you and administer your customer relationship. This information may be collected from a variety of sources, such as the following:

- Information you provide to us on applications or forms, like your income and accounts;
- Information we receive from an outside company, such as a credit bureau, providing your credit history or employment verification; or
- Information about your transactions or experiences with companies within the Wells Fargo family.

Information Use and Disclosure

Within the Wells Fargo Family

We use and share customer information within the Wells Fargo family of banks and companies for a variety of reasons, including the following:

- **To protect you.** The information we maintain about your customer relationship helps us identify you and helps prevent unauthorized persons from accessing your information, or your accounts or services.
- **To provide superior service.** Your customer information allows us to respond quickly and efficiently to your needs – from obtaining cash through ATMs, to fast approval of your loan application.
- **To tell you about new or enhanced financial services.** By understanding your relationship, we can better meet your needs and determine your eligibility for other Wells Fargo services that could be of value to you. For example, if we know that you own your own home, we might offer you a home equity loan rather than an installment loan because of the potential tax benefits.
- **To improve and develop our products and services.** Every product or service we offer is designed to reflect the ways our customers actually use their accounts. This is the reason why we collect and analyze information about customer activity and history, and how we tailor new types of loans, checking, and other accounts to meet your needs.

Within the Wells Fargo family, we may share the customer information we collect (described in the Information Collection section) with:

- Wells Fargo companies providing financial and other services, such as consumer bankers, mortgage lenders, consumer lenders, securities broker-dealers, insurance agencies, and real estate brokerage companies; and
- Administrative and service units that perform functions such as servicing your accounts or preparing your account statements.

In addition, information about trust accounts (where a Wells Fargo bank or company is acting as a trustee or fiduciary) is subject to special protection – even within our affiliated family of banks and companies. This information is considered extremely confidential and is not shared for marketing or solicitation purposes without your specific consent.

With Outside Companies or Parties

When it comes to sharing information outside the Wells Fargo family, we do so only for specific purposes. We may disclose customer information to the following types of outside companies or parties:

- Financial service providers such as insurance companies or institutions that extend credit under a joint program with us, and which typically offer financial services that are different than those we provide to you. You may choose to opt out of this type of sharing by replying as instructed in this brochure;
- Non-financial companies, including companies that perform services on our behalf, such as check printers, companies that prepare account statements, or companies that help us market our own products to you; and
- Independent contractors, such as technical system consultants who program our software to help us administer our products or market our own products to you.

We do not share customer information with outside companies for the purpose of marketing non-financial products or services of those companies, unless you have been given the opportunity in advance to decline this option.

(continued on back page)

Some state laws impose separate requirements before we can disclose particular types of information about customers in those states to outside parties for certain marketing programs or other purposes.

Information Disclosed to Outside Financial Service Providers

As we stated in our Pledge to you, we do not share information with outside companies for the purpose of selling their products and services to you without giving you the opportunity in advance to decline this option (that is, to "opt out" of this type of sharing). As permitted by law, we arrange programs with outside financial service providers to offer you the benefits of "one-stop shopping" or other conveniences. In these cases, unless you exercise your choice to opt out of this type of sharing, we sometimes disclose the following categories of limited customer information with outside financial institutions with which we have joint marketing agreements:

- Information we receive from you on applications or forms, which may include information such as your name, address, and social security number;
- Information about your transactions or experiences with banks and companies within the Wells Fargo family, which may include information such as your account balance, payment history, parties to transactions, and credit card usage.

We disclose information only when we believe that this information is important for the offer, or necessary to provide you with a premium or rate quote. Our joint agreements with these companies are subject to confidentiality provisions and restrictions on using the information for any other purpose.

Information Disclosed to Outside Non-financial Companies and Independent Contractors

When outside parties perform services on our behalf, in some instances we may disclose some or all of the information that we collect, as described in the Information Collection section. This information may be provided to certain non-financial companies and independent contractors for the purposes of servicing your account or to perform marketing or similar services on our behalf with respect to products or services we provide. These companies and contractors are subject to confidentiality provisions and restrictions that prohibit using the information beyond the performance of the specified services on our behalf.

Information Disclosed to Outside Parties in Other Situations

We also disclose certain customer information to government agencies, consumer reporting agencies, and other outside parties as permitted or required by the Federal Privacy Act and other applicable laws. These disclosures are made for specific, limited purposes, such as to verify individuals' identities (reducing fraud and identity theft), to meet customer service expectations (connecting to national ATM networks for ATM card access), to verify information for prompt credit approvals (meeting customers' immediate financial needs), or to make certain information a matter of public record (recording mortgages to let prospective buyers, title insurers, and others know about property liens).

Our Policies Regarding the Collection, Use and Disclosure of Information about Former Customers

Our policies and practices regarding the collection and disclosure of information about former customers are the same as those regarding the collection and disclosure about existing customers (see the section titled Our Policies Regarding the Collection, Use and Disclosure of Customer Information) for a period of time after a customer relationship ends. Our information about former customers, however, is used less and less over time after the relationship ends and eventually is removed from our records.

Information Confidentiality and Security

Information Confidentiality and Protection Practices

As we described in our Pledge to you, Wells Fargo is committed to preventing others from unauthorized access to your customer information, and we maintain procedures and technology designed for this purpose. We take several steps to protect the customer information we have about you, including the following:

- We update and test our technology on a regular basis in order to improve the protection of customer information.
- We require outside companies and independent contractors to whom we provide customer information for marketing, servicing or processing purposes to enter into a confidentiality agreement that restricts the use of the information to those purposes and prohibits independent use of the information.
- We have internal procedures that limit access to customer information, such as procedures that require an employee to have a business need to access customer information. We maintain policies about the proper physical security of workplaces and records. Our physical, electronic, and procedural safeguards comply with federal regulations regarding the protection of customer information.

Information Integrity Measures

At Wells Fargo, we work hard to ensure that the customer information we maintain is complete and accurate. We have procedures and processes for updating our customer information as well as removing old information.

We protect the integrity of customer information about you through measures such as maintaining backup copies of account data in the event of power outages or other business interruptions, using computer virus detection and eradication software on systems containing customer data, installing computer hardware and software, and employing other technical means (known as "firewalls") to protect against unauthorized computer entry into systems containing customer information.

Glossary

1. "We," "us" and "our" mean the Wells Fargo banks and companies listed on the front panel.
2. "Federal Privacy Act" means the privacy provisions in Title V of the Gramm-Leach-Bliley Act and also includes the applicable federal privacy regulations issued under that Act.
3. "Customer Information" means our personally identifiable financial information about a consumer that is considered "non-public personal information" within the meaning of the Federal Privacy Act.
4. "Wells Fargo Family" means the financial institutions, companies, and other entities that are considered affiliates of Wells Fargo & Company within the meaning of the Federal Privacy Act. This definition is broader than the Wells Fargo banks and companies referred to as "we," "us" and "our" above.
5. "Outside Parties" or "Outside Companies" means third parties that are not within the Wells Fargo family, except for joint employees and others who are defined as non-affiliated third parties under the Federal Privacy Act.
6. "Financial Products and Services" means those products and services defined as a financial product or service under the Federal Privacy Act and applicable regulations and interpretations issued under that Act.

7. "Consumer" means an individual who obtains or has obtained a financial product or service from us that is to be used primarily for personal, family, or household purposes (or that individual's legal representative) within the meaning of the Federal Privacy Act.

Customer Choices Regarding Information Sharing

As described in this brochure, we are committed to protecting customer information, and to using or sharing it in ways that will improve or expand upon the services we provide to you. We also want you to know that – as a Wells Fargo customer – you have choices about how your customer information may be shared.

Please be assured that you may exercise these choices at any time. In addition, if you have opted out of information sharing previously, it is not necessary to do so again.

With Outside Companies (Option 1)

As described earlier, we may share limited customer information under special agreements with outside financial service providers in order to offer you financial products that we typically do not offer ourselves. Some of this information helps to ensure that you will receive those communications that are most likely to match your needs or situation.

If you prefer that we not share this information about you with these outside financial service providers for these purposes, you may choose to opt out. This means that you may direct us at any time not to disclose this information to these outside providers for marketing purposes. *If you wish to opt out of this type of sharing, simply notify us as described and your request will be honored.*

Within the Wells Fargo Family (Option 2)

As we have described, the banks and companies within the Wells Fargo family share some information about you among themselves to determine your eligibility for products and services to be offered to you. This helps us meet your financial needs and offer the right products and services to you.

If you prefer that we don't share your personal and credit-related information with other banks and companies within the Wells Fargo family for these purposes, you may choose to opt out. You may direct us not to disclose this information to other Wells Fargo financial institutions to determine your eligibility for their products and services. *If you wish to opt out of this type of sharing, simply notify us as described in this brochure at any time and your request will be honored by all banks and companies within the Wells Fargo family.*

In accordance with the Fair Credit Reporting Act, whether or not you have opted out, we may share identifying information and information about your transactions and experiences within the Wells Fargo family.

Additional Information About These Choices

We are committed to meeting your financial needs. We want you to know that, regardless of any opt out choice you make, there may be occasions when we will ask you if you wish your information to be shared. For example, if we are unable to offer you a particular Wells Fargo product that you applied for, we may offer you the opportunity to have us forward your application and related information to another Wells Fargo financial institution for a similar product.

Tips to Help You Protect Your Customer Information

Assistance to Victims of Identity Theft

If you suspect that someone has had unauthorized access to your account with us, or access to your personal identifying information such as your Social Security number or credit card information, please notify your Wells Fargo service representative immediately so we can take action to protect you. In addition, you should also report the crime to your local law enforcement agency and to the Federal Trade Commission (FTC). To speak with a trained FTC telephone counselor, call toll-free at 1-877-IDTHEFT (1-877-438-4338). Or to enter information about your complaint into a secure FTC online database, sign onto <http://www.consumer.gov/idtheft>. The site also provides links to numerous consumer education materials.

Ways to Limit Direct Marketing

You May Receive From Outside Sources

At Wells Fargo, please be assured that we will honor your opt out choice as described above. However, there are outside agencies and companies, including national consumer credit reporting agencies, which are in the business of compiling mailing lists for purchase by marketers. You may wish to have your name removed from many of these lists by following the procedures outlined below:

Direct Marketing Association and Member Companies

To remove your name from direct mail or telemarketing lists of members of the Direct Marketing Association, send a written request with your name, address, and Social Security number (if it was included in the mailing you received) to the Direct Marketing Association. The Direct Marketing Association is responsible for notifying its members (i.e., the agencies and companies that compile mailing lists) that you want your name removed from the lists they sell. Your name and address remains in their consumer exclusion files for five years.

You must register your own name and address with these organizations because they cannot process any requests from us. Be sure to include any variations of your name, address and other information that have appeared in mailings or telephone calls that you have received.

Mail Preference Service Assoc.
c/o Direct Marketing Association
P.O. Box 9008, Farmingdale, NY 11735-9008
Telephone Preference Service
c/o Direct Marketing Association
P.O. Box 9014, Farmingdale, NY 11735-9014

National Consumer Credit Reporting Agencies (Credit Bureaus)

In addition to sharing information with member companies for credit verification and fraud control purposes, national consumer credit reporting agencies may also sell or share your name and certain other information to various outside companies for marketing purposes. You may direct these agencies not to sell or share this information about you for marketing purposes – but your financial institution may not make that request on your behalf. If you wish to direct these agencies not to sell or share this information about you for these marketing purposes, call their toll-free telephone number at 1-800-353-0809 to communicate your request.

How To Notify Us

If you decide to opt out, please indicate your choice(s) as described and write in your name, address, and Social Security Number or individual Tax Identification Number. Then detach this response form and mail it to us at the following address:

Wells Fargo Operations Center, P.O. Box 5277,
Sioux Falls, SD 57117-5277.

Account holder A

Name _____
(Please Print)

Address _____

City _____

State _____ Zip _____

Social Security Number/
Tax Identification Number _____
(Required to Process)

Account holder B

Name _____
(Please Print)

Address _____

City _____

State _____ Zip _____

Social Security Number/
Tax Identification Number _____
(Required to Process)

If you have a joint account, each account holder may select either or both options by checking the box(es) below. Any account holder can opt out on behalf of the other joint account holders. If you have previously communicated an opt out choice to us, you do not have to provide it again.

Account holder

A B

☐ ☐ Option 1: Please do not share information with outside companies for marketing purposes as described in this brochure. I understand that I will not receive information, available through special agreement between the outside company and Wells Fargo, about financial services that are not available through Wells Fargo.

☐ ☐ Option 2: Please do not share information within the Wells Fargo family, as described in this brochure. I understand that I won't receive information about new services or special offers for which I may be eligible.

PROPOSED CPNI RULES BY WASHINGTON STATE
COMMISSION

UT-990146

Chapter 480-120

Telecommunications Operations

Pre-Proposal Draft

February 14, 2002

This document is provided to stakeholders so that they may respond to the Small Business Economic Impact Statement (SBEIS) questionnaire at <<http://www.wutc.wa.gov/990146/SBEIS>> and so that stakeholders may prepare oral comments on draft rules that will be taken at the Open Meeting of the Commission on March 27, 2002 (See notice for details).

This document contains rules concerning customer private account information (WAC 480-120-202 through 480-120-217). These rules were prepared after two public meetings, an opportunity to file written comments, and an Open Meeting discussion dedicated to this topic.

1 **New Section**

2 **480-120-202 Using a customer's call detail information.**

3 (1) Except as provided in this section, a company may not use, disclose, or
4 permit access to a customer's call detail information, unless the customer has
5 given explicit written ("opt-in") approval.

6 (2) Without seeking or obtaining customer approval, a company may use,
7 disclose, or permit access to a customer's call detail information to the extent
8 necessary to:

9 (a) Initiate, render, bill, and collect for telecommunications services the
10 customer has purchased or requested;

11 (b) Protect the rights or property of the company, or to protect users of
12 those services and other companies from fraudulent, abusive, or unlawful use of,
13 or subscription to, such services; and

14 (c) Resolve formal and informal complaints communicated to the
15 commission by an applicant or customer.

16
17
18 **New Section**

19 **480-120-203 Using private account information in the provision of services.**

20 Without seeking or obtaining customer approval, a company may use, disclose,
21 or permit access to a customer's private account information to the extent
22 necessary to:

23 (1) Initiate, render, bill, and collect for telecommunications services the
24 customer has purchased or requested;

25 (2) Protect the rights or property of the company, or to protect users of
26 those services and other companies from fraudulent, abusive, or unlawful use of,
27 or subscription to, such services; and

28 (3) Resolve formal and informal complaints communicated to the
29 commission by a customer or applicant.

30
31
32 **New Section**

33 **480-120-204 Using private account information during an inbound call.**

34 A company may use, disclose, or permit access to a customer's private account
35 information to the extent necessary to provide any inbound telemarketing,
36 referral, or administrative services to the customer for the duration of the call, if:

37 (1) Such call was initiated by the customer; and

38 (2) During the call and prior to the company's use of the information, the
39 customer expresses approval for the company to use the information during the
40 call.

41
42
43 **New Section**

44 **480-120-205 Using private account information for marketing related**
45 **services.**

46 (1) Unless the customer directs otherwise, a company may use a customer's

private account information, with the exception of call detail, that results from the company's provision of service to provide or market service offerings within the same category of service. Specifically, a local exchange company may use a customer's private account information to market to that customer services formerly known as adjunct-to-basic services, such as, but not limited to, speed dialing, computer-provided directory assistance, call monitoring, call tracing, call blocking, call return, repeat dialing, call tracking, call waiting, caller I.D., call forwarding, and certain centrex features.

(2) Unless the customer directs otherwise, if a company provides different categories of service, and a customer subscribes to more than one category of service offered by the company, the company may use the customer's private account information, with the exception of call detail, that results from the company's provision of a service to provide or market service offerings that are within any of the categories of service to which the customer subscribes.

(3) A company may not use a customer's private account information as provided for in subsections (1) and (2) of this section unless it has provided notice to each customer pursuant to WAC 480-120-207 and provides the customer with reasonable opportunity to direct the company not to use the information ("opt- out") pursuant to WAC 480-120-208.

New Section

480-120-206 Using private account information for marketing unrelated services.

(1) A company may not use, disclose, or permit access to a customer's private account information to market service offerings that are within a category of service to which the customer does not already subscribe to from that company, unless the customer has given explicit written ("opt-in") approval.

(2) A company may not use, disclose, or permit access to a customer's private account information for any other purpose not specifically allowed in WAC 480-120-203, 480-120-204, and 480-120-205, unless the customer has given explicit written ("opt-in") approval.

New Section

480-120-207 Notice when use of private account information is permitted unless a customer directs otherwise ("opt-out").

(1) This section applies when a company, pursuant to WAC 480-120-205, uses a customer's private account information unless the customer directs otherwise ("opt-out"). If a company that is permitted to use the opt-out method voluntarily uses the opt-in method, the requirements of WAC 480-120-209 will apply.

(2) A company may not use a customer's private account information pursuant to WAC 480-120-205 unless, at least once in the past year, the company has provided a written notice to the customer, as provided for in this section, and provides the customer with a reasonable opportunity to opt-out at any time.

93 (3) The written notice must be mailed separately from any advertising or
94 promotional material. It may be included with the customer's bill.

95 (4) The written notice must be posted on the company's web site and must
96 be readily accessible from the company's home page.

97 (5) Any opt-out notice must include the following items:

98 (a) The notice must inform customers that the name, address, and
99 telephone number, if published in the telephone directory, are not private
100 information and will not be withheld from telemarketers if the customer opts-out.

101 (b) The notice must describe each purpose for which private account
102 information may be used and specifically state whether the private account
103 information will be used to market services to the customer.

104 (c) The notice must state that the customer has a right to direct the
105 company not to use the customer's private account information and that doing so
106 will not affect the provision of any services to which the customer subscribes.

107 (d) The notice must include a disclaimer that an opt-out directive for
108 private account information does not prevent the company from making
109 telephone solicitation or telemarketing calls to the customer and does not prevent
110 the company from including the customer's listed name, address, and telephone
111 number in lists sold, leased or provided to other firms. This disclaimer is not
112 required if the company's practice is to exclude customers who opt-out of private
113 account information use from use or disclosure for telemarketing purposes.

114 (e) The notice must be in plain language and must not be misleading.

115 (f) The notice must be clearly legible, in twelve-point or larger type, and be
116 placed so as to be readily apparent to a customer.

117 (g) A company may state in the notice that the use of private account
118 information may enhance the company's ability to offer products and services
119 tailored to the customer's needs, if such a statement is accurate.

120 (h) A company may state in the notice that the customer, upon affirmative
121 written request, may compel the company to provide private account information
122 to any person.

123 (i) The notice must state that the customer should expect to receive
124 written confirmation within ten days of the directive and suggest that the
125 customer call the company if the confirmation is not received by this time

126 (6) The notice must prominently state specific instructions by which the
127 customer can direct the company not to use the customer's private account
128 information. The dedicated opt-out telephone number required by WAC 480-
129 120-204(a) must be printed in bolder type than the body of the notice and must
130 be in twenty-four point or larger type.

133 **New Section**

134 **480-120-208 Mechanisms for opting out of use, disclosure, and access to** 135 **private customer account information.**

136 (1) This section applies when a company, pursuant to WAC 480-120-205, uses,
137 discloses, or permits access to a customer's private account information unless
138 the customer directs otherwise ("opt-out").

139 (2) At a minimum, the company must provide the following mechanisms

for opting out by:

(a) Calling a dedicated, toll-free telephone number that provides access to a live or automated operator at all times. The telephone number must be generally accessible from all areas of the state;

(b) Calling any telephone number that the company provides for billing or customer service inquiries;

(c) Marking a box or blank on the notice and returning it to a stated address;

(d) Marking a box or blank that the company must include on the face of every payment coupon provided to the customer for the customer's regular bill payment;

(e) Electronic mail, if the company otherwise receives or sends electronic mail messages to its customers; and

(f) Completing an opt-out form on the company's web site. The opt-out form must be directly linked to the written notice required by WAC 480-120-207. The web site must be accessible to the public using generally available browser software.

(3) A company may require, as part of any opt-out mechanism, that the customer comply with reasonable procedures to verify the identity of the customer. Any opt-out verification procedure must be no more burdensome on the customer than any verification procedure used by the company when a customer provides explicit ("opt-in") approval or orders additional services on an existing account.

(4) In addition to the specific requirements of this section, a company that relies on the absence of an opt-out directive to use, disclose, or permit access to a customer's private account information must use its best efforts to implement the privacy directives of its customers without regard to the form of those directives.

New Section

480-120-209 Notice when explicit ("opt-in") approval is required.

(1) This section applies when explicit ("opt-in") approval of the customer is required for a company to use, disclose, or permit access to a customer's private account information.

(2) A company must maintain records of customer notification and approval.

(3) Any solicitation for explicit customer approval must be accompanied by a written notice to the customer of the customer's right to restrict use of, disclosure of, and access to that customer's private account information. The notice must state that private account information includes all information related to specific calls initiated or received by a customer.

(a) The notice must state that the customer has a right under federal and state law to protect the confidentiality and limit the use, disclosure, and access to the customer's private account information.

(b) The notice must state that the company has a duty under federal and state law to protect the confidentiality of private account information and to comply with

the customer's limitations on use, disclosure of, and access to the information.

(c) The notice must specify the types of information that constitute private account information. If a company is seeking explicit approval to use, disclose, or permit access to call detail information, the notice must specify that private account information includes the telephone numbers of all calls made or received by the customer.

(d) The notice must specify the specific names of entities, including affiliates and subsidiaries, which may receive private account information and whether the private account information can be used, disclosed, or accessed by any entity or person other than the company providing the notice.

(e) The notice must describe each purpose for which private account information can be used, disclosed, or accessed and specifically disclose whether the private account information can be used to market services to the customer.

(f) The notice must inform the customer that approval by the customer is voluntary and that no action is required to protect the customer's private account information.

(g) The notice must inform the customer that deciding not to approve will not affect the provision of any services to which the customer subscribes.

(h) The notice must be comprehensible and must not be misleading.

(i) The notice must be clearly legible, in twelve-point or larger type, and be placed so as to be readily apparent to a customer.

(j) If any portion of a notice is translated into another language, then all portions of the notice must be translated into that language.

(k) A company may state in the notice that the customer's approval to use, disclose, or permit access to private account information may enhance the company's ability to offer products and services tailored to the customer's needs, if the statement is accurate.

(l) A company may state in the notice that the customer, upon affirmative written request, may compel the company to disclose the customer's private account information to any person.

(m) The notice must state that any approval for use, disclosure of, or access to private account information may be revoked or limited at any time.

(n) The notice must state that the customer should expect to receive written confirmation within ten days and suggest that the customer call the company if the confirmation is not received by this time.

(4) Opt-in approval by the customer must be in writing.

New Section

480-120-211 Confirming change in approval status.

(1) Each time a company receives a customer's "opt-out" directive or explicit "opt-in" approval, the company must confirm in writing the change in approval status to the customer within ten days. The written confirmation must be mailed to the customer's billing address and must be separate from any other mail from the company. The confirmation must include a summary of the effect of the

customer's opt-out or opt-in choice and must provide a reasonable method to notify the company if the company made an error in changing the customer's approval status.

(2) A company may not use, disclose, or permit access to a customer's private account information based on a customer's explicit "opt-in" approval until three weeks after mailing the confirmation to the customer.

New Section

480-120-212 Duration of customer approval or disapproval.

Any "opt-out" directive or explicit "opt-in" approval received by a company will remain in effect until the customer revokes, modifies, or limits such directive or approval.

New Section

480-120-213 Safeguards required for using private account information.

Every company has a duty to protect the confidentiality of private account information.

(1) Companies must train all personnel who have access to private account information as to when they are and are not authorized to use, disclose, or permit access to private account information, and companies must implement an express disciplinary process to deal with violations of the requirement.

(2) Companies must establish a supervisory review process regarding company compliance with rules governing use, disclosure of, or access to private account information for outbound marketing situations and must maintain records of company compliance for at least two years. Specifically, sales personnel must obtain supervisory approval of any proposed outbound marketing request.

(3) An officer of the company must certify to the commission on an annual basis that the company is in compliance with the rules concerning private account information. A statement explaining how the company is in compliance with commission rules on this topic rules must accompany the certificate.

The certificate and the compliance statement must be filed with the company's annual report to the commission.

New Section

480-120-214 Disclosing customer proprietary network information.

A company must disclose any or all customer proprietary network information upon affirmative written request by the customer, to any person designated by the customer.

Amend 480-120-144

480-120-215 Use of Using privacy listings for telephone solicitation.

(1) A local exchange company may not make telephone solicitation or

278 telemarketing calls using its list of customers with nonpublished or unlisted
279 numbers unless it has notified each such customer at least once in the past year
280 that the company makes such calls to its customers with nonpublished or
281 unlisted numbers and that the customer has a right to ~~request~~ direct that the
282 company make no such calls.

283 (2) When the company provides the notice required in subsection (1) of
284 this section in writing, the notice must include a toll-free number and an e-mail
285 address the customer may use to state that solicitation should not be made.

286 (3) When the company provides the notice in subsection (1) of this section
287 by phone call, the customer must be informed that inclusion in a solicitation list
288 may be declined and if declined, the company must not make any additional
289 solicitation.

290
291
292 **New Section**

293 **480-120-216 Using subscriber list information for purposes other than**
294 **directory publishing.**

295 If a company uses or provides subscriber list information for purposes other than
296 directory publishing, it must exclude from use or disclosure the subscriber list
297 information of any customer who subscribes to a privacy listing, including a
298 nonpublished or unlisted number, or who directs the company to exclude
299 subscriber list information relating to his or her service.
300